AMENDMENT OF SOLICIT	CATION/MODIF	ICATION OF CONTRACT		1. CONTRACT ID CO	ODE	PAG:	E OF F	PAGES 10
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.			ROJECT 1		plicabl	
0005	03-Aug-2005	W81W3G-0A76-0001						
6. ISSUED BY CODE	W912DR	7. ADMINISTERED BY (If other than item 6)		CODE				
USAED - BALTIMORE 10 SOUTH HOWARD STREET BALTIMORE MD 21201		See Item 6						
8. NAME AND ADDRESS OF CONTRACTOR	(No., Street, County, Sta	te and Zip Code)	Х	9A. AMENDMENT (W912DR-05-R-000	OF SOL	ICITA	ΓΙΟΝ	NO.
			Х	9B. DATED (SEE IT 28-Jun-2005				
				10A. MOD. OF CON	NTRACT	/ORDI	ER NC).
				10B. DATED (SEE	ITEM 13	3)		
CODE	FACILITY COD	DE APPLIES TO AMENDMENTS OF SOLICI	T ^	TIONS				
X The above numbered solicitation is amended as set forth			IΙΑ		s not exten	ded.		
Offer must acknowledge receipt of this amendment prio (a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes a ref RECEIVED AT THE PLACE DESIGNATED FOR TH REJECTION OF YOUR OFFER. If by virtue of this an provided each telegram or letter makes reference to the s	copies of the amendmen erence to the solicitation and a E RECEIPT OF OFFERS PRI endment you desire to change olicitation and this amendmen	at; (b) By acknowledging receipt of this amendment of amendment numbers. FAILURE OF YOUR ACKNO HOR TO THE HOUR AND DATE SPECIFIED MAY are an offer already submitted, such change may be made	on ead OWL 7 RES	ch copy of the offer submitt EDGMENT TO BE SULT IN telegram or letter,	ted;			
12. ACCOUNTING AND APPROPRIATION DA	TA (If required)							
		TO MODIFICATIONS OF CONTRACTS/CCT/ORDER NO. AS DESCRIBED IN ITE						
A. THIS CHANGE ORDER IS ISSUED PURS CONTRACT ORDER NO. IN ITEM 10A.					THE			
B. THE ABOVE NUMBERED CONTRACT/C office, appropriation date, etc.) SET FORTH					es in pay	ing		
C. THIS SUPPLEMENTAL AGREEMENT IS	ENTERED INTO PURS	SUANT TO AUTHORITY OF:						
D. OTHER (Specify type of modification and a	uthority)							
E. IMPORTANT: Contractor is not,	is required to sig	n this document and return	cop	pies to the issuing offic	ce.			
DESCRIPTION OF AMENDMENT/MODIFIC where feasible.) The solicitation for the Public-Private A76 Co is hereby amended per the attached Summa 4:00pm is not changed.	mpetition for the U.S.	Army Corps of Engineers Information M	lana	agement/Information				
Except as provided herein, all terms and conditions of the doc 15A. NAME AND TITLE OF SIGNER (Type or p		or 10A, as heretofore changed, remains unchanged an 16A. NAME AND TITLE OF CON			Type or p	orint)		
		TEL:		EMAIL:				
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNEI	D 16B. UNITED STATES OF AMERI	CA		160	C. DAT	E SIG	NED
	_	BY			_ 0:	3-Aug-	2005	
(Signature of person authorized to sign)		(Signature of Contracting Office	cer)			3		

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

The list of attendees and Q&A's from the 02 August 2005 site visit are hereby posted. The slides from the 02 August 2005 side visit will be posted at a later date.

The following changes are hereby made to Solicitation W912DR-05-R-0001:

Replace the current Bid Schedule in Section B with the attached new Bid Schedule.

Section L.

REMOVE Section L.7.1 Tab B

TAB B, Phase-In Plan - A Phase-In Plan in accordance with PWS requirements shall be submitted for Government use in offeror evaluation. The Phase-In Plan shall include details to minimize disruption and start-up requirements. The Phase-In plan shall consider recruiting, hiring, training, security limitations, and any other special considerations.

ADD Section L.7.1. TAB B. Phase-In Plan – A Phase-In Plan in accordance with PWS requirements shall be submitted for Government use in offeror evaluation. The Phase-In Plan shall include a section that describes the offeror's plan for the first 6-month phase-in period. This part shall include detail that describes the offeror's approach to recruiting, hiring, training, security limitation, and any other special consideration. The offeror shall describe its plan to meet the Right of First Refusal clause requirements and how its hiring approach will minimize any disruption to the USACE meeting it IM/IT service requirements until the SP takes over the service responsibility. The Plan shall include how the SP will consider the displacement of incumbent Government personnel, the Government's need to continue IM/IT services until SP take-over, and Government personnel interest in being employed by the SP. The second 6-month phase-in period shall include a section that describes the offeror's concept for the phased turn over of full operational responsibility. This section shall detail the offeror's anticipated timeline for sequencing the turn over of responsibility of operations for each PWS 5.2 first level paragraph. The offeror shall identify any major risks and mitigating actions it has experienced with a similar situation. The ATO is relieved from responding to the requirement in the last sentence but should instead describe the risk it anticipates and its proposed mitigating actions. Refer to PWS Section 1.13 for a full explanation of the Phase-In Period.

Section M. FACTORS TO BE EVALUATED, (1) Technical Factor:

Remove:

(a) Phase-In Plan - Does the Phase-In Plan demonstrate a thorough and clear plan for phase-in with a high probability for success? Does the offeror present an adequate plan for recruiting, hiring, training, and retaining the required staffing level, to include key personnel, necessary to provide complete contractual support from Phase-In through expiration of the contract? Does the phase-in plan minimize disruption, adverse personnel impacts, and start-up requirements? Does the phase-in plan address any security limitations? Does the Phase-In Plan demonstrate how the offeror will integrate existing contracts identified in TE-19, Listing of Contracts, as part of their plan? Does the Phase-in Plan include a reasonable approach and sufficient resources to accomplish the Baseline Study required of C.1?

Replace:

(a) Phase-In Plan – Does the Phase-in Plan demonstrate a thorough and clear plan for phase-in with a high probability for success? Does the offeror present an adequate plan for recruiting, hiring, training, and retaining the required staffing level, to include key personnel, necessary to provide complete contractual support from Phase-In through expiration of the contract? Does the phase-in plan minimize disruption, adverse personnel impacts, and start-up requirements? Does the phase-in plan address any security limitations? **Does the Phase-In Plan include a reasonable approach to conduct the joint inventory and the inventory to baseline performance service quality levels?** Has the offeror adequately detailed the role of the Government in conducting the two inventories?

Does the Phase-In Plan include a reasonable concept of approach for the second 6-month period for ending Government operations and starting SP operations? Has the offeror adequately detailed the role of the Government in its conceptual approach to ending Government operations and starting SP operations.

Section M. FACTORS TO BE EVALUATED, (g) Performance Decision:

Add the following sentences:

The offeror's and Agency Tender Official's price will be determined by summing all CLINs to include the NTE price of any Section B CLIN.

PWS Changes:

1 – DELETE THE CURRENT PARAGRAPH 1.13 – PHASE-IN AND REPLACE WITH THE FOLLOWING:

C.1.13. PHASE-IN. The 12-month phase-in period is separated into discrete periods of 6 months each. The first 6-months phase-in period begins upon contract award and ends at the end of the 6th month. The second 6-month phase-in period begins the first day of the 7th month and ends the last day of the 12th month.

This first 6-month period is firm fixed price work and is limited to the SP actions to standup its organization and resources, to jointly conduct with the Government an inventory of current service quality levels for each PWS C.5. level one paragraph at each USACE organization receiving IM/IT support, and to conduct a joint inventory of USACE equipment to include leased equipment. In addition, the SP shall use the first 6-month period to establish its detailed operational transition plan to systematically stop USACE incumbent operations and begin SP operations. The SP's operational transition plan shall identify for Contracting Officer approval all actions the SP requires of the Government for conversion of operations. The actual transition of these operations takes place in the second 6-month period. During the first 6-month period, the Government will provide access to all USACE IMIT facilities as requested in the SP's Phase-In Plan. If the SP requests access to IMIT facilities, the SP shall minimize this time to avoid unnecessary disruption to normal operations. The SP shall meet every two weeks with the Contracting Officer to report the status of its phase-in completion. The SP is not responsible for any IMIT operations during this first 6-month period.

The second 6-month phase-in period is cost reimbursement performance and for the SP to begin and complete the SP's operational transition to full responsibility for contract performance. The objective of the second 6-month phase-in period is to conduct a transition that minimizes disruptions to USACE IMIT customers and avoids any disruption in the USACE meeting its mission requirements. During the second 6-month phase-in period, the SP shall systematically assume operational responsibility according to its approved operational phase-in plan. The SP shall assume 100% of all PWS required operations as of the last day of the second 6-month phase-in period. The SP shall meet every two weeks with the Contracting Officer to report the status of its operational transition completion. The SP is responsible for the IMIT operations once operational control is formally transitioned to SP control during the second 6-month period. The formal transition shall occur when the Contracting Officer accepts in writing and indicates the date of this transition point with the SP.

2 - CURRENT:

<u>C.4.2. LEASED EQUIPMENT</u>. Upon expiration of the lease agreement of equipment listed in TE-3, TE-7, and TE-19, the SP shall replace the equipment and title will remain with the SP. If the SP warrants that the leased equipment is no longer needed for successful performance, it will coordinate with the Contracting Officer its intent to not replace the leased equipment. With Contracting Officer approval, the SP can be relieved of replacing the leased equipment. If the Government has accepted "lease to ownership" terms, that equipment is specifically excluded from this replacement clause.

ADDITION TO C.4.2, LEASED EQUIPMENT:

C.4.2 LEASED EQUIPMENT. *Add as the last sentence.* The government will be responsible for lease extensions, if necessary, through the end of the phase in period for all equipment lease agreements not identified in TE-3, TE-7, and TE-19 and identified during the phase-in period equipment inventory.

3 – Change the title of C.5.1.6.8 from Central Design Activity (CDA) to MACON Design Activity (MDA)

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

Introduction

CLIN 0001 is the 12 month Phase-in period.

SubCLIN 0001A is the first 6 months (24 February 2006 – 23 August 2006) and will be Firm Fixed Price. This shall include the preparation of the final transition plan to support SubCLIN 0001B; this plan shall be delivered to the Contracting Officer on the first day of the fifth month of the phase-in period (23 July 2006).

SubCLIN 0001B is the second 6 months (24 August 2006 – 23 February 2007) to be Cost Reimbursable with an estimated not to exceed value stated.

CLIN 0002 Is the Firm Fixed Price to develop a report <u>Implementation of the Contractor Manpower</u>.

CLIN 0003 Is the Firm Fixed Price of all requirements described in the PWS that are not included in other separate CLINs.

Note: All services in a through r, below are excluded from the bid and may be executed on a Cost Reimbursable basis or a Fixed Price modification as determined by the Contracting Officer.

- a) C.5.1.3 Consulting Services
- b) C.5.1.6.8 MACOM Design Activity (MDA)
- c) C.5.1.8.4. Emergency Operations.
- d) C.5.2.1.2. Automated Information System (AIS) and Custom Software Applications.
- e) C.5.2.10. IMIT Unique Requirements
- f) C.5.3. Communications. Only the work associated with the word "install".
- g) C.5.3.2.1. Management. Only the work associated with the word "install".
- h) C.5.3.2.4.2. Voice Services (Emergency).
- i) C.5.3.2.4.6. PBX and Keyed Systems. Only the work associated with the word "install".
- j) *C.5.3.3.2.5. Emergency Services*. Only the following sentence "The SP shall participate in national and natural emergency operations."
- k) C.5.3.5.2.1 Radio and Microwave Towers. Only the work associated with the words "install and uninstall".
- 1) C.5.7.2.2. Emergency Operations Support.
- m) C.5.7.2.3. Audiovisual Facility Design and Installation.
- n) C.5.7.3.1. Photographic Services. Only the work associated with "emergency operations"
- o) C.5.7.3.2. Videography Services. Only the work associated with "emergency operations"
- p) C.5.7.3.3 Video Production Services:
- q) C.5.7.4.1. Graphic Displays. Only the work associated with "visitor center level exhibits."
- r) C.5.7.5 Management of Exhibits:

CLIN 0004 Is Firm Fixed Price, associated with the Management of the Government Furnished equipment as defined in section C.3 (and listed in TE-3 of the PWS) and the following reimbursable items

- a. C.3.3.Circuits and wireless. The invoiced cost of the monthly recurring costs for voice and data carrier usage.
- b. C.5.5.2.3 Official Mail Preparation. Postage only.
- c. C.5.6.1. Printing Services and Support. Payment of the invoice of the actual printing only
- d. C.5.6.4. Copier Program Management. Invoice supported cost of the paper to support Copy Program only.

CLIN 0005 Is the Firm Fixed Price associated with the Service Provider Furnished Property as defined in section C-4 of the PWS

Bid Schedule

0001	Phase-In Period	total 12 months	\$	
	0001A First 6 mo 24 February 2006	onths Fixed Price 5 – 23 August 2006	\$	
		months Cost Reimbursable - 23 February 2007	\$ <u>1</u>	20,000,000.00
0002	Reporting as Deso of Contracting M services will be for performance perior THE AGENCY	rvices for the of the Contractor Manpower cribed in Section G, Reporting anpower Data Elements. These or the length of the Contract od, to include the phase-in period. TENDER IS EXCLUDED FROM THIS LINE ITEM.		
		Phase –In and Base Period pary 2006 – 23 February 2008	\$	
		Option Period 0001 pary 2008 – 23 February 2009		\$
		Option Period 0002 uary 2009 – 23 February 2010		\$
		Option Period 0003 pary 2010 – 23 February 2011		\$
		Option Period 0004 nary 2011 – 23 February 2012	\$	
0003	accordance with th	nce. Perform all services in support of the Solicitation, with the exception of the LINs 0001, 0002, 0004 and 0005. This Fixed Price.	e items liste	ed in a –
	0003A Base 24 Febru	Period nary 2007 – 23 February 2008	\$	
		on Period 0001 uary 2008 – 23 February 2009	\$	
		on Period 0002 uary 2009 – 23 February 2010	\$	
		on Period 0003 nary 2010 – 23 February 2011	\$	
		on Period 0004 1ary 2011 – 23 February 2012	\$	

0004 The following Firm Fixed Price for the Management of the Government Furnished equipment as defined in section C.3 (and listed in TE-3 of the PWS) and the following reimbursable items

- a. C.3.3.Circuits and wireless. The monthly recurring costs for voice and data carrier usage.
- b. C.5.5.2.3 Official Mail Preparation. Postage only.
- c. C.5.6.1. Printing Services and Support. Payment of the invoice of the actual printing only
- d. C.5.6.4. Copier Program Management. Paper to Support Copy Program Only.

Management shall be defined as all Labor, material, supplies associated with the receiving, accounting, disposition of the above equipment items and operations. The Service Provider shall propose in this section the cost to manage this equipment and these work items. In addition the Service Provider shall be responsible to finance government operations by paying all costs associated with the above list of items. After payment the Service Provider may request reimbursement (on an agreed time schedule) for the non-management costs only. For equipment items described in C.3 the cost that may be requested for reimbursement is limited to the invoice price of the equipment item. For item a. C.3.3 the only cost allowable for reimbursement will be the invoiced monthly recurring usage cost from the voice and/or data carrier. For item b. C.5.5, the only cost allowable for reimbursement will be the metered postage cost. For item c. C.5.6.1, the only cost allowable for reimbursement will be the invoiced cost of printing. For item d. C.5.6.4, the only cost allowable for reimbursement will be the invoiced cost of paper used for copies in copy machines.

0004A Base Period 24 February 2007 – 23 February 2008	\$
0004B Option Period 0001 24 February 2008 – 23 February 2009	\$
0004C Option Period 0002 24 February 2009 – 23 February 2010	\$
0004D Option Period 0003 24 February 2010 – 23 February 2011	\$
0004E Option Period 0004 24 February 2011 – 23 February 2012	\$

0005 Execution of the Service Provider Furnished Property as defined in section C-4 of the PWS. SP shall provide all material, facilities, supplies, equipment and administrative operations associated with these items to support their mission in accordance with section C.4 of the PWS. This Item is Firm Fixed Price.

0005A Base Period 24 February 2007 – 23 February 2008	\$
0005B Option Period 0001 24 February 2008 – 23 February 2009	\$
0005C Option Period 0002 24 February 2009 – 23 February 2010	\$
0005D Option Period 0003 24 February 2010 – 23 February 2011	\$
0005E Option Period 0004 24 February 2011 – 23 February 2012	\$

THE AGENCY TENDER IS EXCLUDED FROM COMPLETING THIS LINE ITEM. AWARD FEE DOES NOT APPLY TO THE PHASE-IN PERIOD. #### O006A Base Period 24 February 2007 – 23 February 2008 ### O006B Option Period 0001 24 February 2008 – 23 February 2009 ### O006C Option Period 0002 24 February 2009 – 23 February 2010 ### O006D Option Period 0003 24 February 2010 – 23 February 2011 ### O006E Option Period 0004 24 February 2011 – 23 February 2012 ### Total

Total All items 0001 through 0006

HEADQUARTERS SITE VISIT Q AND A 02 August 2005

Headquarters Questions

Headquarters Answers

What applications are hosted in your server room?

All software is government owned. Software is stated in the PWS, but it does not show what software is on what server.

What is the breakout of laptops versus desktops?

That information is in the PWS, TE-3 (Government-Furnished Property).

How big is your IM staff - both in-house and contractors ?

That information is in the PWS document.

- Automation

- Automati -VI

- Printing and PUBS

Operators Center- Is there a requirement for handling higher classification information then secret or

compartmentalized data?

Does the Helpdesk do any non-IT support? Like

telecom support, ordering of new extensions, etc. .

Does 170 HQ support staff include contractors?

The information we can publish in response to that question will be forthcoming.

Helpdesk takes calls and hands it off for solution to vendors for solution.

170 is the number of HECSA government staff, not IM support. IM is a subset of that staff.

HEADQUARTERS SITE VISIT ATTENDEES 02 August 2005

COMPANY NAME

ADNET Systems David L. Hardrick
Cape Fox Professional Byron A. Van Epps

CEHEC-IM Robert Evans
CEHEC-IM-P Karl Aby
CEHEC-IM-V Pat Paquette
CEHEC-ZA Charles Rau

CEHEC-ZC Dale Stoutenburgh
Computer Task Group Arthur Crumlish
Daston Corporation Ken Roohafzaii
ISS Dan Jones
ISS Chris Brown
Lockheed Martin William Colmer

Northrop Grumman Vince Gwiazdowski

Bob Johnson

Northrop Grumman Jeff Perkins

Northrop Grumman

PWS USACE Ronald G. Fennell

PWS USACE Glen DePue
USACE Headquarters Brenda Evans
USACE MEO Greg Bigelow

USACE-UOC Major Keith A. Hottinger

Vermont Technology Group Eric Steele